

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, THE CITY OF ALAMO, TEXAS AND
THE CITY OF SAN JUAN, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2011, by and between the **CITY OF ALAMO, TEXAS**, hereinafter referred to as "Alamo", the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo and San Juan are municipalities located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, County experienced flooding due to Hurricane Dolly as well as a significant increase in the volume of truck traffic involved in the recovery effort;

WHEREAS, Hurricane Dolly and the recovery effort caused significant street damage to various streets within Hidalgo County Precinct No. 2;

WHEREAS, Hidalgo County Precinct No. 2 is in need of street improvements to repair the damaged streets which lie within the corporate city limits of Alamo and San Juan, and Alamo and San Juan desire to seek assistance from the County to make these repairs and improvements on the following streets as noted in the map attached as "**Exhibit A**" (the "Pct. 2 Street Improvement Project"):

- 1) Cesar Chavez Road – from Sioux Road to Minnesota Road;
- 2) Eldora Road—from Fern Street to Border Road;
- 3) Minnesota Road—From Jenica Circle to Border Road; and
- 4) Moore Road—from Nebraska Street in San Juan, Texas to Border Road.

WHEREAS, the Pct. 2 Street Improvement Project will consist of the removal of existing base and asphalt material to a depth of 7.5-inches, installation of new flexible base material six-inches thick stabilized with lime, laying of hot mix asphalt pavement of 1.5-inch thickness, application of seal coat (asphalt), application of seal coat (aggregate), and other related items;

WHEREAS, County agrees it is in its best interest to provide such assistance because the streets serve as a connecting links and integral parts of the County road system and the County will receive benefits as a result of the work on the streets;

WHEREAS, pursuant to Texas Transportation Code, Section 251.012, as amended, Alamo and San Juan, respectively, approve the spending of County funds received by the County from the Texas Department of Rural Affairs Disaster Recovery Fund ("TDRA-DR") for the Pct. 2 Street Improvement Project; and

WHEREAS, Alamo, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't Code 791.001 *et. seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, Alamo, San Juan and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Alamo and San Juan have authorized County, pursuant to Texas Transportation Code Section 251.012, to spend County funds received from TDRA-DR on the Pct. 2 Street Improvement Project described herein and perform the work and services described herein within their respective corporate city limits as noted in **Exhibit A**.
2. County agrees to assist Alamo and San Juan with the for the Pct. 2 Street Improvement Project by retaining a competent engineering firm and/or in-house engineer to prepare the construction plans necessary for the construction of the Pct. 2 Street Improvement Project as may be necessary and shall be responsible for the engineering, specifications, construction plans and maps necessary to complete the Project.
3. County agrees to perform the work necessary to complete the Pct. 2 Street Improvement Project within the County, either through its own labor, equipment or materials, or through its own agents, contractors or subcontractors.
4. The parties agree that the cost of materials for the Pct. 2 Street Improvement Project shall not exceed One Million Seventy Two Thousand Nine Hundred Sixty Four Dollars and zero cents (\$1,072,964.00) for which County shall be responsible.
5. Alamo, San Juan and County shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the streets and will use their best efforts to complete the project within one hundred and eighty days (180) days of the date of this Agreement.

6. Following completion of the work described herein, the parties agree that Alamo and San Juan shall be responsible for the maintenance and upkeep of the streets included in the Pct. 2 Street Improvement Project that are within their respective corporate jurisdiction as long as such streets remain within their respective jurisdiction.
7. Following completion of the Pct. 2 Street Improvement Project and work described herein, the parties agree that County will be released from any and all duties imposed by this Agreement.
8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
9. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
10. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Alamo and San Juan, and not otherwise.
12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or

(ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Alamo: City of Alamo, Texas
 Attention: Luciano Ozuna, Jr. City Manager
 420 N. Tower Road
 Alamo, Texas 78516

If to San Juan: City of San Juan, Texas
 Attention: J.J. Rodriguez, City Manager
 709 S. Nebraska
 San Juan, Texas 78589

If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

with copy to: Hector 'Tito' Palacios, Commissioner, Precinct No. 2
 301 E. State St.
 Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
16. **Assignment.** This Agreement shall not be assignable.
17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
19. **Authority to Execute.** The execution and performance of this Agreement by Alamo, San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Alamo, San Juan and County in accordance with its terms.
20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
21. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ALAMO, TEXAS

Rudy Villarreal, Mayor

ATTEST:

Margot Saenz, City Secretary

CITY OF SAN JUAN, TEXAS

Pedro Contreras, Mayor

ATTEST:

Bobby Rodriguez, City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PCT. 2 STREET IMPROVEMENT PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to improve and repair certain portions of the following roadways located in the Cities of Alamo and San Juan, Texas, respectively, through an Interlocal Cooperation Agreement to be entered into with the City of Alamo, Texas, the City of San Juan, Texas and Hidalgo County:

- 5) Cesar Chavez Road – from Sioux Road to Minnesota Road;
- 6) Eldora Road—from Fern Street to Border Road;
- 7) Minnesota Road—From Jenica Circle to Border Road; and
- 8) Moore Road—from Nebraska Street in San Juan, Texas to Border Road.

By vote on _____ 2011, the Hidalgo County Commissioners Court has approved the Pct. 2 Street Improvement Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

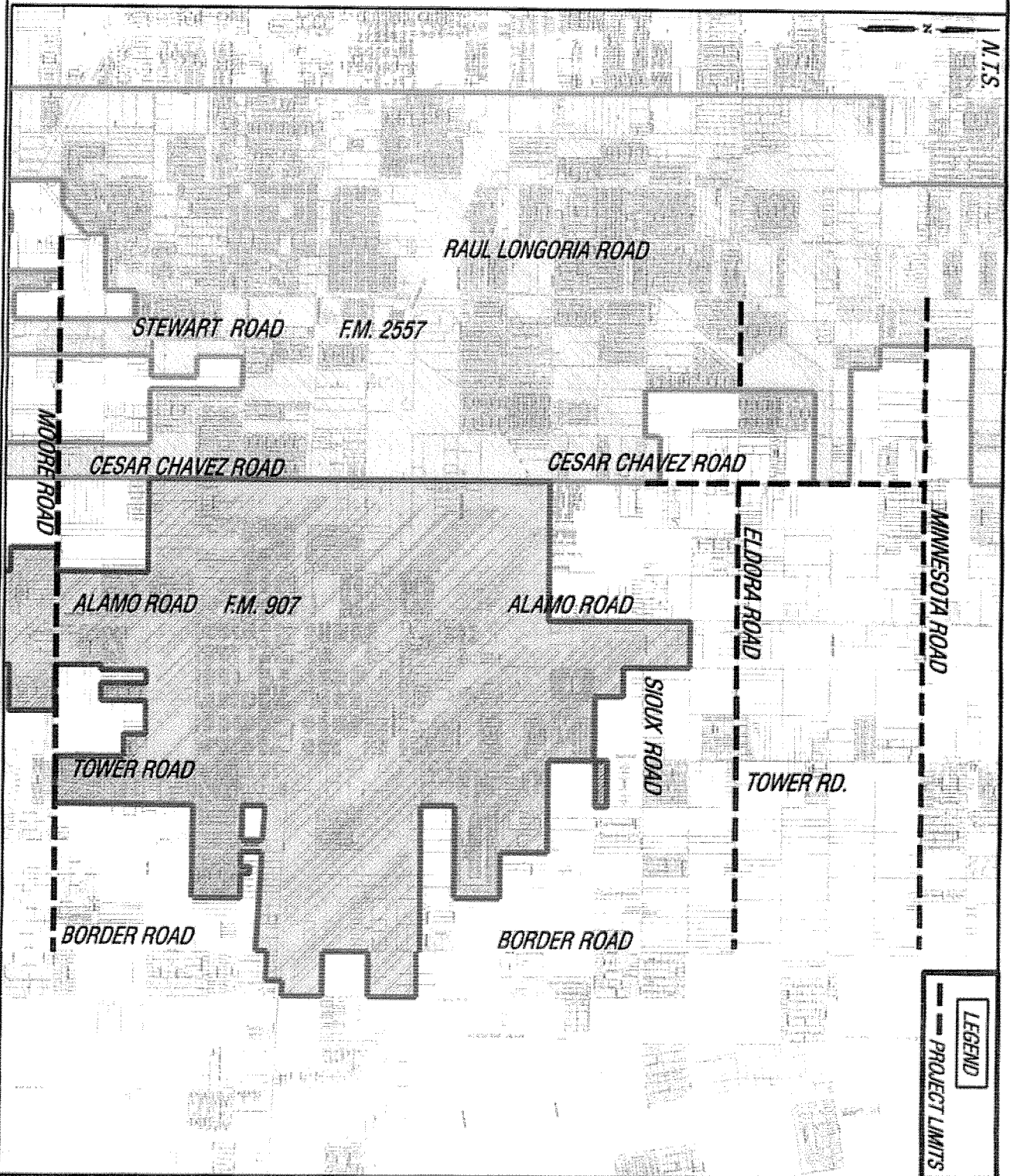
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

N.T.S.

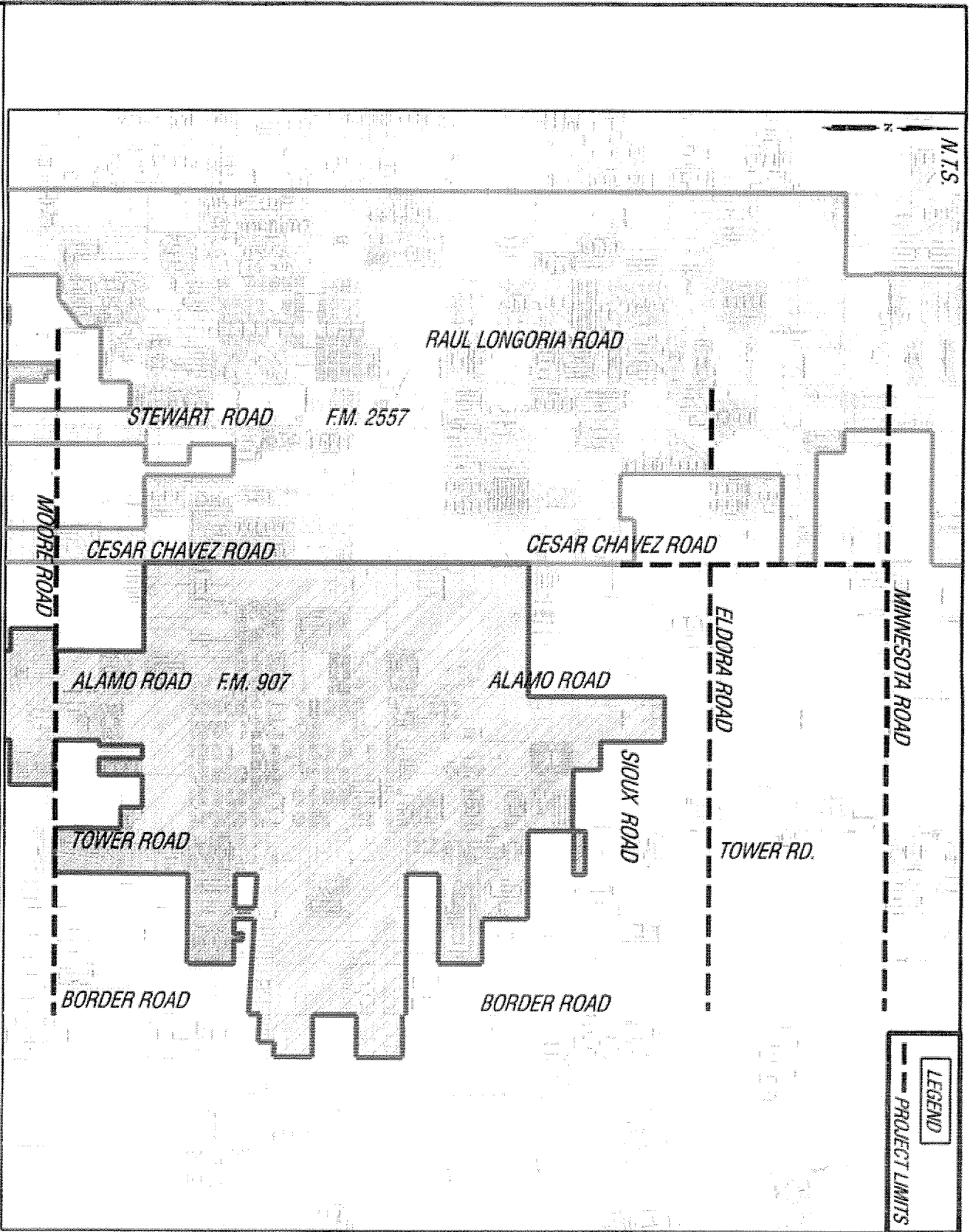


LEGEND
 --- PROJECT LIMITS

HURRICANE DOLLY PAVEMENT REPAIR TDRA PROJECT

R. Gutierrez
 Engineers & Surveyors
 Corporation
 Professional Engineers & Land Surveyors
 100 E. PARK AVENUE • P.O. BOX 7187
 (TEL) 959-762-2827 • (FAX) 959-762-2558
 FIRM No. 498

HURRICANE DOLLY PAVEMENT REPAIR TDRA PROJECT



R. Gutierrez Professional Engineers & Land Surveyors
Engineering Corporation
 300 E. PARK AVENUE • PEARLAND, TEXAS 77571
 (TEL) 956-762-2557 • (FAX) 956-762-3338
 EIRAL No. 208